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ASPIRE PUBLIC SCHOOLS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

GENARO M. FLORES, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

ASPIRE PUBLIC SCHOOLS, a California
corporation; and DOES I through 10, inclusive,

Defendant.

Case No. 23STCV06424

[Honorable Laura Seigle, Department 17]

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF
CLASS ACTION AND PAGA CLAIMS**

Complaint Filed: March 23, 2023

Trial Date: Not Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Genaro M. Flores and Giovanni E. Molina (“Plaintiffs”) and Defendant Aspire Public Schools (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Genaro M. Flores, et al. v. Aspire Public Schools*, initiated on March 23, 2023, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 23STCV06424.
- 1.2. “Administrator” means APEX Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former exempt and non-exempt employees who worked for Defendant within the State of California at any time from March 23, 2022 to the date of Preliminary Approval of the Class Settlement.
- 1.5. “Class Members” means all current and former exempt and non-exempt employees who worked for Defendant within the State of California at any time from March 23, 2019 through either the date of Preliminary Approval of the Class Settlement or when the workweeks of the Settlement Class are maximized without exceeding 550,850 workweeks, as described in Paragraph 9, whichever occurs first.
- 1.6. “Class Counsel” means Kane Moon, Allen Feghali, and Jacquelyne VanEmmerik of Moon Law Group, P.C.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means March 23, 2019 through either the date of Preliminary Approval of the Class Settlement or when the workweeks of the Settlement Class are maximized without exceeding 550,850 workweeks, as described in Paragraph 9, whichever occurs first.
- 1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives, Plaintiff Genaro M. Flores and Plaintiff Giovanni E. Molina.
- 1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named Defendant Aspire Public Schools.
- 1.17. “Defense Counsel” means Elizabeth Staggs-Wilson, Constance Norton, Jennifer W. Maguire, and Tiana R. Harding of Littler Mendelson, P.C.

- 1.18. “Effective Date” shall mean the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, i.e., 65 days from the date the court grants final approval and enters judgment; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within that timeframe; five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively been dismissed with no right to pursue further remedies or relief.
- 1.19. “Final Approval” means the Court’s Order Granting Final Approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s Hearing on Plaintiffs’ Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” or “Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Two Million Four Hundred Thousand Dollars (\$2,400,000.00), which is the total amount Defendant agrees to pay under the Settlement, excluding Defendant’s share of payroll taxes, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount, except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks he/she worked during the Class Period.

- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods he/she worked during the PAGA Period.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30. “PAGA Period” means March 23, 2022 until Preliminary Approval of the Class Action.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.32. “PAGA Notice(s)” means Plaintiffs’ March 23, 2023 and May 3, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, up to a maximum of Two Hundred Thousand Dollars (\$200,000.00), allocated 25% to the Aggrieved Employees (Fifty Thousand Dollars (\$50,000.00)), and 75% to the LWDA (One Hundred Fifty Thousand Dollars (\$150,000.00)), in settlement of PAGA claims.

- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiffs” means Genaro M. Flores and Giovanni E. Molina, the named Plaintiffs in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” means Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, and reinsurers, as well as any individual charter school operating under Aspire Public Schools.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail Objections to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional ten (10) calendar days beyond the Response Deadline has expired.
- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.44. “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

2. RECITALS.

2.1. On March 23, 2023, Plaintiff Genaro M. Flores commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages (Violations of Labor Code §§ 204, 1194, 1194.2, 1197); (2) failure to pay overtime compensation (Violation of Labor Code §§ 1194 and 1198); (3) failure to provide meal periods (Violation of Labor Code § 226.7, 512); (4) failure to authorize and permit rest breaks (Violation of Labor Code §§ 226.7); (5) failure to indemnify necessary business expenses (Violation of Labor Code § 2800); (6) failure to timely pay final wages at termination (Violation of Labor Code §§ 201-203); (7) failure to provide accurate itemized wage statements (Violation of Labor Code § 226); and (8) Unfair Business Practices (Violation of Business & Professions Code §§ 17200 *et seq.*). On March 23, 2023, Plaintiff also filed a PAGA Notice. As a part of the Memorandum of Understanding signed by the Parties and this Settlement Agreement, Plaintiffs filed an amended PAGA Notice on May 3, 2024. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged. Defendant further denies that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices on March 23, 2023 and May 3, 2024.

2.3. On April 5, 2024, the Parties participated in an all-day mediation presided over by experienced wage and hour class action mediator Tripper Ortman, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, relevant documents and class data from Defendant. Plaintiffs’ investigation was sufficient to

satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Court has not granted class certification.

2.6. The Parties, Class Counsel and Defense Counsel represent that this matter may relate to some claims in *Adriane Dominguez v. Aspire Public Schools*, 24CV009159, filed in Sacramento Superior Court on May 9, 2024, for which Defendant has already filed a Notice of Related Case. The Parties, Class Counsel and Defense Counsel also represent that this matter also relates to the pending PAGA claim of *Corey Johnson v. Aspire Public Schools*, 24CV068405, filed in Alameda Superior Court on March 19, 2024 (“*Johnson*”). The proposed release in this Settlement Agreement will overlap with the PAGA claims in *Johnson*.

2.7. Class Counsel have conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents and data, and have diligently pursued an investigation of the Class Members’ claims against Defendant. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, the risk of the putative Class not being certified, and the defenses asserted by Defendant. Defendant and Defense Counsel also agree that the Settlement is in the best interest of the Class Members. Counsel for the Parties further agree that the Settlement is fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

2.8. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement in accordance with the terms of this Agreement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay a maximum total payment of Two Million Four Hundred

1 Thousand Dollars (\$2,400,000.00), and no more, as the Gross Settlement Amount,
2 and to separately pay any and all employer payroll taxes owed on the Wage Portions
3 of the Individual Class Payments. Defendant has no obligation to pay the Gross
4 Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3
5 of this Agreement. Except as otherwise specified herein, Defendant shall not be
6 required to pay any additional monies beyond the amount of the Gross Settlement
7 Amount plus the employer-side payroll taxes. The Administrator will disburse the
8 entire Gross Settlement Amount without asking or requiring Participating Class
9 Members or Aggrieved Employees to submit any claim as a condition of payment.
10 None of the Gross Settlement Amount will revert to Defendant.

11 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
12 deduct the following payments from the Gross Settlement Amount, in the amounts
13 specified by the Court in the Final Approval:

14 3.2.1. To Plaintiffs: Class Representative Service Payments to the Class
15 Representatives of not more than Ten Thousand Dollars (\$10,000.00) per
16 Plaintiff (in addition to any Individual Class Payment and any Individual
17 PAGA Payment the Class Representatives are entitled to receive as
18 Participating Class Members). Defendant will not oppose Plaintiffs' request
19 for Class Representative Service Payments that do not exceed these amounts.
20 As part of their motion for Class Counsel Fees Payment and Class Counsel
21 Litigation Expenses Payment, Plaintiffs will seek Court approval for any
22 Class Representative Service Payments no later than sixteen (16) court days
23 prior to the Final Approval Hearing. If the Court approves Class
24 Representative Service Payments less than the amounts requested, the
25 Administrator will retain the remainder in the Net Settlement Amount. The
26 Administrator will pay the Class Representative Service Payments using IRS
27 Form 1099. Plaintiffs assume full responsibility and liability for employee
28 taxes owed on their respective Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one third of the Gross Settlement Amount, and a Class Counsel Litigation Expenses Payment of not more than Thirty Thousand Dollars (\$30,000.00). Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Agreement, and the administration of the Settlement. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. No Class Counsel shall be entitled to further fees or costs from Defendant if it or they elect to appeal any reduction in the requested fee or cost award. Any reduction by the Court of Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement. Plaintiffs and Defendant shall bear their own attorney's fees and costs, except as provided herein.

1 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed
2 \$35,000.00, except for a showing of good cause and as approved by the Court.
3 The Administration Expenses Payment shall be paid through the Gross
4 Settlement Amount. To the extent the Administration Expenses are less or the
5 Court approves payment less than \$35,000.00, the Administrator will retain
6 the remainder in the Net Settlement Amount.

7 3.2.4. To Each Participating Class Member: An Individual Class Payment
8 calculated by (a) dividing the Net Settlement Amount by the total number of
9 Workweeks worked by all Participating Class Members during the Class
10 Period and (b) multiplying the result by each Participating Class Member's
11 Workweeks.

12 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%)
13 of each Participating Class Member's Individual Class Payment will
14 be allocated to settlement of wage claims (the "Wage Portion"). The
15 Wage Portions are subject to tax withholding and will be reported on
16 an IRS W-2 Form. Eighty percent (80%) of each Participating Class
17 Member's Individual Class Payment will be allocated to settlement of
18 claims for alleged interest and penalties (the "Non-Wage Portion").
19 The Non-Wage Portions are not subject to wage withholdings and will
20 be reported on IRS 1099 Forms. Participating Class Members assume
21 full responsibility and liability for any employee taxes owed on their
22 Individual Class Payment.

23 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
24 Individual Class Payments. Non-Participating Class Members will not
25 receive any Individual Class Payments. The Administrator will retain
26 amounts equal to their Individual Class Payments in the Net
27 Settlement Amount for distribution to Participating Class Members on
28 a pro rata basis.

1 3.2.4.3. Disputes Regarding Shift Counts. The Parties agree that if any
2 Participating Class Member disputes the basis for determining his or
3 her share of the Settlement, Defendant's records shall presumptively
4 control unless the Participating Class Member can produce
5 documentation evidence of other Workweeks worked during the
6 relevant time period. The Parties further agree that any dispute that
7 cannot be resolved by Class Counsel and Defendant's counsel may be
8 brought before the Court before final approval of the Class Settlement

9 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
10 Two Hundred Thousand Dollars (\$200,000.00), to be paid from the Gross
11 Settlement Amount, with 75% (One Hundred And Fifty Thousand Dollars
12 (\$150,000.00)) allocated to the LWDA PAGA Payment, and 25% (Fifty
13 Thousand Dollars (\$50,000.00)) allocated to the Individual PAGA Payments.
14 The Aggrieved Employees shall release their PAGA claims in their entirety
15 and may not opt out of or object to the PAGA release. If the Court approves
16 PAGA Penalties of less than the amount requested, the Administrator will
17 allocate the remainder to the Net Settlement Amount.

18 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by
19 (a) dividing the amount of the Aggrieved Employees' 25% share of
20 PAGA Penalties (Fifty Thousand Dollars (\$50,000.00)) by the total
21 number of PAGA Pay Periods worked by all Aggrieved Employees
22 during the PAGA Period and (b) multiplying the result by each
23 Aggrieved Employee's PAGA Pay Periods.

24 3.2.5.2. Tax Allocation of Individual PAGA Payments: One hundred percent
25 (100%) of each Aggrieved Employee's Individual PAGA Payment
26 will be allocated to settlement of claims for civil penalties. The
27 Administrator will report the Individual PAGA Payments on IRS 1099
28 Forms. Aggrieved Employees assume full responsibility and liability

for any taxes owed on their Individual PAGA Payment.

3.3. Individual Class and PAGA Payments Do Not Trigger Additional Benefits. All Individual Class Payments, Individual PAGA Payments, and Class Representative Service Payments shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiffs, Participating Class Members and/or Aggrieved Employee may be eligible, including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiffs, Participating Class Members, and Aggrieved Employees may be entitled under any benefit plans.

3.4. Tax Forms. The Administrator shall be responsible for issuing the payments and withholding and all required state and federal taxes in accordance with this Agreement. The Administrator will issue an IRS W-2 to each Participating Class Member for the portion of each Individual Class Payment allocated as alleged unpaid wages and subject to applicable tax withholdings. The Administrator shall issue an IRS Form 1099-MISC to each Participating Class Member for the portion of each Individual Class Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The Administrator will also issue IRS Forms 1099 to: (1) Plaintiffs for the Class Representative Service Payments; (2) Aggrieved Employees for their Individual PAGA Payment; and (3) Class Counsel for the amount paid for approved fees and costs. The Administrator will be responsible for preparing these forms correctly. The Administrator shall also be responsible for submitting Defendant's share of payroll taxes to the appropriate government agencies on behalf of Defendant. Plaintiffs and Class Counsel will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

1 3.5. Indemnification. Plaintiffs and Class Counsel acknowledge and agree that they are
2 and will be responsible for the payment of any and all Federal, State, and Local taxes
3 or penalties associated with their respective allocated portions of the payments
4 described herein, and agree to indemnify, defend, and hold the Released Parties
5 harmless from any and all claims by any Federal, State, or Local taxing authority that
6 Plaintiffs or Class Counsel failed to pay or underpaid their or her or his share of taxes
7 associated with the payments set forth in this Settlement. The Parties acknowledge
8 and agree that Class Counsel is not responsible for the payment of any Federal, State,
9 and Local taxes or penalties associated with payments to Plaintiffs and Class
10 Members.

11 **4. SETTLEMENT FUNDING AND PAYMENTS.**

12 4.1. Class Workweeks. Based on a review of Defendant's records, the Settlement reached
13 at mediation was based on the Parties' estimated projection that the Class Members
14 worked 479,000 Workweeks during the Class Period.

15 4.2. Class Data. Not later than forty (40) calendar days after the Court grants Preliminary
16 Approval of the Settlement, Defendant will deliver the Class Data to the
17 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class
18 Members' privacy rights, the Administrator (along with any of its agents) must
19 maintain the Class Data in confidence, use the Class Data only for purposes of this
20 Settlement and for no other purpose, and restrict access to the Class Data to
21 Administrator employees who need access to the Class Data to effect and perform
22 under this Agreement. Specifically, the Administrator (along with any of its agents)
23 will: (1) provide reasonable and appropriate administrative, physical and technical
24 safeguards, including a reasonable security protocol, for any personally identifiable
25 information ("PII"), which it receives from Defendant's Counsel and/or Class
26 Counsel; (2) not disclose the PII to third parties, including agents or subcontractors,
27 without Defendant's consent; (3) not disclose or otherwise use the PII other than to
28 carry out its duties as set forth herein; and (4) promptly provide Defendant with

notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Administrator may provide notice to both Parties if the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all additional communications from the Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendant. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than ten (10) calendar days after the Effective Date. The delivery of the Gross Settlement Amount and the employer's share of payroll taxes to the Administrator shall constitute full, final, and complete discharge, settlement, and compromise of the entire obligation of Defendant under this Settlement. Once Defendant has made such payments, it will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this Settlement, and shall have no further obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

4.4. Payments from the Gross Settlement Amount. Within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) by which the check must be cashed or deposited. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within five (5) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

1 4.4.3. For any Class Member whose Individual Class Payment check or Individual
2 PAGA Payment check is uncashed and cancelled after the void date, the
3 Administrator shall transmit the funds represented by such checks to the
4 California Controller's Unclaimed Property Fund in the name of the Class
5 Member thereby leaving no "unpaid residue" subject to the requirements of
6 California Code of Civil Procedure Section 384, subd. (b).

7 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
8 shall not obligate Defendant to confer any additional benefits or make any
9 additional payments to Class Members (such as 401(k) contributions or
10 bonuses) beyond those specified in this Agreement.

11 **5. RELEASES OF CLAIMS.** Effective on the date Defendant fully funds the entire Gross
12 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
13 Individual Class Payments, Plaintiffs, Participating Class Members, and Aggrieved
14 Employees will release claims against all Released Parties as follows:

15 5.1. Plaintiffs' Release. In consideration of Defendant's promises and agreements as set
16 forth herein, Plaintiffs and their respective former and present spouses,
17 representatives, agents, attorneys, heirs, administrators, successors, and assigns
18 generally, release and discharge Released Parties from all claims, transactions, or
19 occurrences, including, but not limited to: (a) all claims that were alleged, or
20 reasonably could have been alleged, based on the facts contained in the Operative
21 Complaint (including but not limited to any and all any claims for wages, bonuses,
22 severance pay, vacation pay, penalties, employment benefits, violation of any
23 personnel policy, any and all claims arising from his employment or damages of any
24 kind whatsoever, arising out of any common law torts, contracts, express or implied,
25 any covenant of good faith and fair dealing, or any federal, state, or other
26 governmental statute, executive order, regulation or ordinance, or common law, or
27 any other basis whatsoever, to the fullest extent provided by law), and (b) all PAGA
28 claims that were alleged, or reasonably could have been alleged, based on facts

1 contained in the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained
2 during the Action and released under 5.2, below ("Plaintiffs' Release"). Plaintiffs'
3 Release does not extend to any claims or actions to enforce this Agreement, or to any
4 claims for vested benefits, unemployment benefits, disability benefits, social security
5 benefits, workers' compensation benefits that arose at any time, or based on
6 occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
7 discover facts or law different from, or in addition to, the facts or law that Plaintiffs
8 now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be
9 and remain effective in all respects, notwithstanding such different or additional facts
10 or Plaintiffs' discovery of them.

11 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
12 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish to
13 the fullest extent permitted by law the provisions, rights, and benefits, if any,
14 of section 1542 of the California Civil Code, which reads:

15 **A general release does not extend to claims that the creditor or releasing**
16 **party does not know or suspect to exist in his or her favor at the time of**
17 **executing the release, and that if known by him or her would have**
18 **materially affected his or her settlement with the debtor or Released**
19 **Party.**

20 Plaintiffs understand that Section 1542 gives the right not to release existing
21 claims of which they are not now aware, unless Plaintiffs voluntarily choose
22 to waive this right. Having been so apprised, Plaintiffs nevertheless
23 voluntarily waive the rights described in Section 1542 and elect to assume all
24 risks for unknown claims that now exist in their favor. The release of the
25 claims of Plaintiffs as set forth in this Paragraph is a condition precedent to
26 enforcement of this Agreement.

27 5.2. Release by Participating Class Members: Effective on the date Defendant fully funds
28 the entire Gross Settlement Amount and funds all employer payroll taxes owed on the

1 Wage Portion of the Individual Class Payments, all Participating Class Members, on
2 behalf of themselves and their respective former and present representatives, agents,
3 attorneys, heirs, administrators, successors, and assigns, release Released Parties
4 during the Class Period from all class claims alleged in the Operative Complaint, and
5 which could have been alleged in the Operative Complaint, based on the facts,
6 allegations, and/or claims asserted therein against the Released Parties for work
7 performed during the Class Period, including (a) any state or federal claims for
8 unpaid wages (including minimum, regular, vacation and overtime wages), unlawful
9 rounding of employee time punches, untimely wage payments both during and at the
10 end of employment, non-compliant meal periods, non-compliant rest periods, non-
11 compliant wage statements, failure to reimburse and indemnify business expenses,
12 failure to correctly calculate the regular rate of pay, and claims for interest, penalties
13 (including, but not limited to, waiting time penalties), or premiums in connection
14 therewith, and (b) any claims under the California Labor Code and California
15 Industrial Welfare Commission Wage Orders that were alleged in the Operative
16 Complaint, or which could have been alleged therein based on the facts, allegations,
17 and/or claims pleaded in the Action (“Released Class Claims”). The Released Class
18 Claims specifically include the following claims: (1) violation of the Fair Labor
19 Standards Act (Violation of 29. U.S.C. §§ 201, *et seq.*); (2) failure to pay minimum
20 and regular rate wages (Violations of Labor Code §§ 204, 1194, 1194.2, 1197); (3)
21 failure to pay overtime compensation (Violation of Labor Code §§ 1194 and 1198);
22 (4) failure to provide meal periods (Violation of Labor Code § 226.7, 512); (5) failure
23 to authorize and permit rest breaks (Violation of Labor Code §§ 226.7); (6) failure to
24 indemnify necessary business expenses to include alleged unreimbursed supplies or
25 expenditures (Violation of Labor Code § 2800); (7) failure to timely pay final wages
26 termination (Violation of Labor Code §§ 201-203); (8) failure to provide accurate
27 itemized wage statements (Violation of Labor Code § 226); and (9) Unfair Business
28 Practices (Violation of Business & Professions Code §§ 17200 *et seq.*).

- 1 5.2.1. Any claims for injunctive relief, declaratory relief, restitution, fraudulent
2 business practices or punitive damages alleged or which could have been
3 alleged under the facts, allegations and/or claims pleaded in the Operative
4 Complaint; and
- 5 5.2.2. Any and all other claims under federal law that were or could have been
6 alleged under the facts, allegations and/or claims pleaded in the Operative
7 Complaint.
- 8 5.2.3. In addition, to the extent required by law, the cashing of the settlement check
9 by the Participating Class Member shall be deemed to be an opt-in for
10 purposes of releasing Released Parties from any claims predicated under the
11 FLSA that could have been alleged under the facts, allegations and/or claims
12 pleaded in the Operative Complaint. The Administrator shall include a legend
13 on the settlement check stating, “By cashing this check, and to the extent
14 required by law, I am opting into the settlement in Genaro M. Flores v. Aspire
15 Public Schools, Los Angeles Superior Court, Case No. 23STCV06424, under
16 FLSA, 29 U.S.C. § 216(b), and releasing the Released Claims described in the
17 Settlement Agreement.” The claims set forth in subparagraphs (a)-(c)
18 hereinabove shall be collectively referred to as the “Class Released Claims.”
- 19 5.2.4. Except as set forth in Section 6.3 of this Agreement, Participating Class
20 Members do not release any other claims, including claims for vested benefits,
21 wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers’ compensation,
23 or claims based on facts occurring outside the Class Period.
- 24 5.3. Release by Aggrieved Employees: Effective on the date Defendant fully funds the
25 entire Gross Settlement Amount and funds all employer payroll taxes owed on the
26 Wage Portion of the Individual Class Payments, all Aggrieved Employees are deemed
27 to have fully, finally, and forever released, settled, compromised, relinquished and
28 discharged on behalf of themselves and their respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties during the PAGA Period from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, PAGA Notices, and ascertained in the course of the Action (“Released PAGA Claims”). The Aggrieved Employees will be issued a check for their Individual PAGA Payment and will not have the opportunity to opt out of, or object to, the Individual PAGA Payment and release of the Released PAGA Claims set forth in this Paragraph. The Aggrieved Employees are bound by the release of the Released PAGA Claims regardless of whether they cash or deposit their Aggrieved Employees Payment.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the

1 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its
2 competency to represent the Class Members; its timely transmission to the LWDA of
3 all necessary PAGA documents (initial notice of violations (Labor Code section
4 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this
5 Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any
6 actual or potential conflict of interest with Class Members and/or the Administrator.
7 In their Declarations, Plaintiffs and Class Counsel shall represent that this matter may
8 relate to some claims in *Adriane Dominguez v. Aspire Public Schools*, 24CV009159,
9 filed in Sacramento Superior Court on May 9, 2024, for which Defendant has already
10 filed a Notice of Related Case, and to the pending claim of *Corey Johnson v. Aspire*
11 *Public Schools*, 24CV068405, filed in Alameda Superior Court on March 19, 2024.

12 6.2. Non-Disclosure of Settlement. The Class Representatives and Class Counsel will not
13 make any public disclosure of the Settlement until after the filing of the motion for
14 preliminary approval of the Settlement. The Class Representatives and Class Counsel
15 represent that they have not made any such disclosure. The Class Representatives and
16 Class Counsel shall not encourage any Class Members to opt-out. Class Counsel will
17 take all steps necessary to ensure the Class Representatives are aware of, and will
18 encourage them to adhere to, the restriction against any public disclosure of the
19 Settlement until after the Settlement is preliminarily approved by the Court.
20 Thereafter, Class Counsel and the Class Representatives agree not to publicize the
21 terms of this Settlement with the media, including but not limited to, any newspaper,
22 journal, magazine, website and/or online reporter of settlements, or publicize the fact
23 or the terms of this Settlement on any website.

24 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
25 responsible for expeditiously finalizing and filing the Motion for Preliminary
26 Approval no later than thirty (30) days after the full execution of this Agreement;
27 obtaining a prompt hearing date for the Motion for Preliminary Approval; and for
28 appearing in Court to advocate in favor of the Motion for Preliminary Approval.

Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected APEX Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, APEX Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1. As such, all taxes imposed on the gross income of the Gross Settlement Amount and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue

1 Service or any state or local taxing body will be paid from the Gross Settlement
2 Amount.

3 7.4. Notice to Class Members.

4 7.4.1. No later than three (3) business days after receipt of the Class Data, the
5 Administrator shall notify Class Counsel that the list has been received and
6 state the number of Class Members, Aggrieved Employees, Workweeks, and
7 PAGA Pay Periods in the Class Data.

8 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
9 fourteen (14) calendar days after receiving the Class Data, the Administrator
10 will send to all Class Members identified in the Class Data, via first-class
11 United States Postal Service (“USPS”) mail, the Class Notice, substantially in
12 the form attached to this Agreement as Exhibit A. The first page of the Class
13 Notice shall prominently estimate the dollar amounts of any Individual Class
14 Payment and/or Individual PAGA Payment payable to the Class Member, and
15 the number of Workweeks and PAGA Pay Periods (if applicable) used to
16 calculate these amounts. Before mailing Class Notices, the Administrator
17 shall update Class Member addresses using the National Change of Address
18 database maintained by the United States Postal Service.

19 7.4.3. Not later than five (5) business days after the Administrator’s receipt of any
20 Class Notice returned by the USPS as undelivered, the Administrator shall re-
21 mail the Class Notice using any forwarding address provided by the USPS. If
22 the USPS does not provide a forwarding address, the Administrator shall
23 conduct an advanced skip trace Class Member Address Search, and re-mail
24 the Class Notice to the most current address obtained. The Administrator has
25 no obligation to make further attempts to locate or send Class Notice to Class
26 Members whose Class Notice is returned by the USPS a second time.

27 7.4.4. The deadlines for Class Members’ written objections, Challenges to
28 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be

1 extended an additional ten (10) calendar days beyond the forty-five (45)
2 calendar days otherwise provided in the Class Notice for all Class Members
3 whose notice is re-mailed. The Administrator will inform the Class Member
4 of the extended deadline with the re-mailed Class Notice.

5 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
6 discovers any persons who believe they should have been included in the
7 Class Data and should have received Class Notice, the Parties will
8 expeditiously meet and confer in person or by telephone, and in good faith, in
9 an effort to agree on whether to include them as Class Members. If the Parties
10 agree, such persons will be Class Members entitled to the same rights as other
11 Class Members, and the Administrator will send, via email or overnight
12 delivery, a Class Notice requiring them to exercise options under this
13 Agreement not later than ten (10) calendar days after receipt of Class Notice,
14 or the deadline dates in the Class Notice, which ever are later.

15 7.5. Requests for Exclusion (Opt-Outs).

16 7.5.1. Class Members who wish to exclude themselves (i.e., opt-out of) the Class
17 Settlement must send the Administrator, by fax, email, or mail, a signed
18 written Request for Exclusion not later than forty-five (45) calendar days after
19 the Administrator mails the Class Notice (plus an additional ten (10) calendar
20 days for Class Members whose Class Notice is re-mailed). A Request for
21 Exclusion is a letter from a Class Member or his/her representative that
22 reasonably communicates the Class Member's election to be excluded from
23 the Settlement. The Request for Exclusion must: (1) state the Class Member's
24 full name, address, telephone number, and social security number or employee
25 identification number and the case name and number; (2) state the Class
26 Member's intention to exclude themselves from or opt-out of the Settlement
27 (e.g. "I want to exclude myself from this settlement. I also understand that I
28 retain all rights to sue the Defendant for the claims asserted in this lawsuit.");

(3) be addressed to the Administrator; (4) be signed by the Class Member or his or her lawful representative; and (5) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the ten (10) day extension referenced below for eligible Class Members). No Requests for Exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Class Members whose Notices are returned as undeliverable and who are sent a re-mailed Class Notice shall be given an extension of ten (10) calendar days from their original Response Deadline to postmark a Request for Exclusion. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under

Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional ten (10) calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Workweek Challenge must: (1) state the Class Member's full name, address, telephone number, and social security number or employee identification number and the case name and number; (2) be addressed to the Administrator; (3) be signed by the Class Member or his or her lawful representative; (4) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the ten (10) day extension referenced below for eligible Class Members); and (5) contain any and all supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to

calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object and only as to the class action components of the Settlement and/or this Agreement, and not the PAGA components of the settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. The Objection must: (1) state the Class Member's full name, address, telephone number, and social security number or employee identification number and the case name and number; (2) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) be addressed to the Administrator; (7) be signed by the Class Member or his or her lawful representative; and (8) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the ten (10) day extension referenced above for eligible Class Members). Regardless of whether a Class Member timely submitted a written objection, a Class Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or in opposition

1 to the class action settlement, may do so. Class Members shall have no right
2 to object to the PAGA release or Individual PAGA Payment.

3 7.7.3. Any Class Member who fails to timely submit an objection shall be foreclosed
4 from making any objection to this Settlement or from filing an appeal of the
5 Court's Final Order and Judgment unless otherwise ordered by the Court.

6 7.7.4. Counsel for the Parties shall file any response to the objections submitted by
7 objecting Class Members, if any, at least seven (7) calendar days before the
8 date of the Final Approval Hearing.

9 7.7.5. At no time shall any of the Parties or their counsel seek to solicit or otherwise
10 encourage Class Members to submit written objections to the Settlement or to
11 appeal from the Court's Final Order and Judgment. Class Counsel shall not
12 represent any Class Members with respect to any such objections to this
13 Settlement.

14 7.7.6. Non-Participating Class Members have no right to object to any of the class
15 action components of the Settlement.

16 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
17 be performed or observed by the Administrator contained in this Agreement or
18 otherwise, including the following:

19 7.8.1. Notice. The Administrator will mail the Notice as directed by the Court;

20 7.8.2. Consultation with Parties. The Administrator will consult with counsel for the
21 Parties concerning any relevant issue, including (without limitation) the
22 estimated amounts of approximate Individual Class Payments, Individual
23 PAGA Payments, and the acceptance of any late or deficient disputes;

24 7.8.3. Calculating Payments. The Administrator will calculate the Individual Class
25 Payments, Individual PAGA Payments, and the LWDA PAGA Payment;

26 7.8.4. Website, Email Address and Toll-Free Number. The Administrator will
27 establish, maintain and use an internet website to post information of interest
28 to Class Members including the date, time and location for the Final Approval

1 Hearing and copies of the Settlement Agreement, Motion for Preliminary
2 Approval, Preliminary Approval Order, Class Notice, Motion for Final
3 Approval, the Final Approval and the Judgment. The Administrator will also
4 maintain and monitor an email address and a toll-free telephone number to
5 receive Class Member calls, faxes and emails.

6 7.8.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
7 promptly review on a rolling basis Requests for Exclusion to ascertain their
8 validity. Not later than five (5) days after the expiration of the deadline for
9 submitting Requests for Exclusion, the Administrator shall email a list to
10 Class Counsel and Defense Counsel containing (a) the names and the last four
11 digits of the social security numbers of Class Members who have timely
12 submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
13 the last four digits of the social security numbers of Class Members who have
14 submitted invalid Requests for Exclusion; (c) copies of all Requests for
15 Exclusion from Settlement submitted (whether valid or invalid).

16 7.8.6. Weekly Reports. The Administrator must, on a weekly basis, provide written
17 reports to Class Counsel and Defense Counsel that, among other things, tally
18 the number of: Class Notices mailed or re-mailed, Class Notices returned
19 undelivered, Requests for Exclusion (whether valid or invalid) received,
20 objections received, challenges to Workweeks and/or Pay Periods received
21 and/or resolved, and checks mailed for Individual Class Payments and
22 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
23 include provide the Administrator’s assessment of the validity of Requests for
24 Exclusion and attach copies of all Requests for Exclusion and objections
25 received.

26 7.8.7. Workweek and/or Pay Period Challenges. The Administrator has the
27 authority to address and make final decisions consistent with the terms of this
28 Agreement on all Class Member challenges over the calculation of

1 Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be
2 final and not appealable or otherwise susceptible to challenge.

3 7.8.8. Administrator’s Declaration. Not later than fourteen (14) calendar days
4 before the date by which Plaintiffs is required to file the Motion for Final
5 Approval of the Settlement, the Administrator will provide to Class Counsel
6 and Defense Counsel a signed declaration suitable for filing in Court attesting
7 to its due diligence and compliance with all of its obligations under this
8 Agreement, including, but not limited to, its mailing of Class Notice, the Class
9 Notices returned as undelivered, the re-mailing of Class Notices, attempts to
10 locate Class Members, the total number of Requests for Exclusion from
11 Settlement it received (both valid or invalid), the number of written objections
12 and attach the Exclusion List. The Administrator will supplement its
13 declaration as needed or requested by the Parties and/or the Court. Class
14 Counsel is responsible for filing the Administrator’s declaration(s) in Court.

15 7.8.9. Wire Instructions. The Administrator will notify Counsel for Defendant of the
16 wiring instructions to fund the Settlement Amount as approved by the Court.

17 7.8.10. Checks. The Administrator will prepare the checks containing the Individual
18 Class Payments and include a legend on each settlement check stating “By
19 cashing this check, and to the extent required by law, I am opting into the
20 settlement in *Genaro M. Flores v. Aspire Public Schools*, Los Angeles
21 Superior Court, Case No. 23STCV06424, and releasing the Released Claims
22 described in the Settlement Agreement.”

23 7.8.11. Distribution of Payments. The Administrator will distribute and pay the Class
24 Representative Service Payments, Individual Class Payments, Individual
25 PAGA Payments, LWDA PAGA Payment, and fees and costs awarded to
26 Class.

27 7.8.12. Taxes. The Administrator will issue tax forms and address employer and
28 employee-side payroll taxes.

1 7.8.13. Final Report by Settlement Administrator. Within ten (10) calendar days after
2 the Administrator disburses all funds in the Gross Settlement Amount, the
3 Administrator will provide Class Counsel and Defense Counsel with a final
4 report detailing its disbursements by employee identification number only of
5 all payments made under this Agreement. At least fifteen (15) calendar days
6 before any deadline set by the Court, the Administrator will prepare and
7 submit to Class Counsel and Defense Counsel, a signed declaration suitable
8 for filing in Court attesting to its disbursement of all payments required under
9 this Agreement. Class Counsel is responsible for filing the Administrator's
10 declaration in Court.

11 7.8.14. Other Tasks. The Administrator will address such other tasks as the Parties
12 mutually agree or the Court orders the Administrator to perform, including
13 responding to questions from Class Members.

14 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** The Settlement reached at
15 mediation was based on the Parties' estimated projection that the Class Members worked
16 479,000 workweeks during the Class Period. Should the Parties discover that the Settlement
17 Class Members worked in excess of 534,085 workweeks during the Class Period (i.e., 11.5%
18 in excess of the 479,000 projected workweek count), Defendant, at its sole discretion, shall
19 either shorten the Class Period to reduce the number of shifts below or at 534,085
20 Workweeks or increase Net Settlement Amount proportionally for workweek amounts over
21 534,085 Workweeks (i.e. the Net Settlement Amount times [total workweeks – 534,085
22 Workweeks] divided by total workweeks). If Defendant elects to increase the Net Settlement
23 Amount as set forth in this Paragraph, Defendant shall be responsible for funding that
24 amount in addition to any sums owed as part of the Gross Settlement Amount.

25 **9. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
26 Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class
27 Members, Defendant may, but is not obligated, elect to rescind, void, and withdraw from the
28 Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab

initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than twenty (20) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate and Termination of Agreement. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s

1 concerns by revising the Agreement as necessary to obtain Final Approval. The
2 Court's decision to award less than the amounts requested for the Class
3 Representative Service Payments, Class Counsel Fees Payment, Class Counsel
4 Litigation Expenses Payment and/or Administrator Expenses Payment shall not
5 constitute a material modification to the Agreement within the meaning of this
6 paragraph. If the Parties are unable to agree on revisions that would result in the
7 Court granting Final Approval, either Plaintiffs or Defendant may terminate this
8 Settlement. The terminating Party shall give to the other Party (through counsel)
9 written notice of its decision to terminate no later than fourteen (14) calendar days
10 after receiving notice that one of the enumerated events has occurred. Termination
11 shall have the following effects:

12 10.2.1. The Agreement shall be terminated and shall have no force or effect, and no
13 Party shall be bound by any of its terms.

14 10.2.2. In the event the Agreement is terminated, Defendant shall have no obligation
15 to make any payments to any party, Participating Class Member, Aggrieved
16 Employee or Class Counsel.

17 10.2.3. The Preliminary Approval Order, Final Approval Order and Judgment shall be
18 vacated.

19 10.2.4. The Agreement and all negotiations, statements and proceedings relating
20 thereto shall be without prejudice to the rights of any of the Parties, all of
21 whom shall be restored to their respective positions prior to the Settlement.

22 10.2.5. Except as otherwise discoverable, neither this Agreement nor any ancillary
23 documents, actions, statements or filings in furtherance of settlement
24 (including all matters associated with the mediation) shall be admissible or
25 offered into evidence in the Action or any other action for any purpose
26 whatsoever.

27 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
28 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely

for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. If the breach is not cured within thirty (30) calendar days of said notice, the non-breaching party may pursue legal action or other proceeding against any other breaching party or parties to enforce the provisions of this Agreement or to declare rights or obligations under this Agreement. In the event of such enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment,

1 sharing, on a 50-50 basis, any additional Administration Expenses reasonably
2 incurred after remittitur. An appellate decision to vacate, reverse, or modify the
3 Court's award of the Class Representative Service Payments or any payments to
4 Class Counsel shall not constitute a material modification of the Judgment within the
5 meaning of this paragraph, as long as the Gross Settlement Amount remains
6 unchanged.

7 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
8 Procedure section 384, the Parties will work together in good faith to jointly submit a
9 proposed amended judgment.

10 **12. ADDITIONAL PROVISIONS.**

11 12.1. No Admission of Liability, Class Certification or Representative Manageability for
12 Other Purposes. This Agreement represents a compromise and settlement of highly
13 disputed claims. Nothing in this Agreement is intended or should be construed as an
14 admission by Defendant that any of the allegations in the Operative Complaint have
15 merit or that Defendant has any liability, culpability, negligence or wrongdoing
16 regarding any claims asserted; nor should it be intended or construed as an admission
17 by Plaintiffs that Defendant's defenses in the Action have merit. Each of the Parties
18 hereto has entered into this Agreement solely with the intention to avoid further
19 disputes and litigation with the attendant inconvenience and expenses. The Parties
20 agree that class certification and representative treatment is for purposes of this
21 Settlement only. If, for any reason the Court does grant Preliminary Approval, Final
22 Approval or enter Judgment, Defendant reserves the right to contest certification of
23 any class for any reasons, and Defendant reserves all available defenses to the claims
24 in the Action, and Plaintiffs reserve the right to move for class certification on any
25 grounds available and to contest Defendant's defenses. The Settlement, this
26 Agreement and Parties' willingness to settle the Action will have no bearing on, and
27 will not be admissible in connection with, any litigation (except for proceedings to
28 enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Named Plaintiffs and their counsel represent that they have not made any such disclosure. Named Plaintiffs and Class Counsel shall not encourage members of the Settlement Class to opt-out. Class Counsel will take all steps necessary to ensure that Named Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and Plaintiffs agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website. Nothing herein shall be construed to prevent Named Plaintiffs or Settlement Class Counsel from discharging their fiduciary duties to the court or absent class members.

- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. Modification. This Agreement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

- 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates

any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant and provide a declaration affirming same, unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. Unless otherwise specifically provided herein, all notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the tenth business day after mailing by a traceable form of United States mail (e.g., certified mail), or the day sent by email or messenger, addressed as follows:

To Plaintiffs,	Kane Moon, Bar No. 249834
the Settlement	kmoon@moonlawgroup.com
Class and	Allen Feghali, Bar No. 301080
Class	afeghali@moonlawgroup.com
Counsel:	Jacquelyne VanEmmerik, Bar No. 339338
	jvanemmerik@moonlawgroup.com
	MOON LAW GROUP, P.C.
	725 South Figueroa Street, 31 st Floor
	Los Angeles, California 90017
	Telephone: 213.232.3128
	Fax No.: 213.232.3125

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To Defendant Tiana R. Harding, Bar No. 299189
 and tharding@littler.com
 Defendant's Robert M. Geiger, Bar No. 322914
 Counsel: rgeiger@littler.com
 LITTLER MENDELSON, P.C.
 101 Second Street, Suite 1000
 San Francisco, California 94105
 Telephone: 415.433.1940
 Fax No.: 415.399.8490

If a notice, demand, or other communication is sent via United States mail, the sending Party will additionally provide email notification to the receiving Party that the notice, demand, or communication is forthcoming via United States mail.

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Agreement between Plaintiffs and Defendant as of the date(s) set forth below:

Dated: 8/14/2024, 2024

Dated: _____, 2024

DocuSigned by:

Genaro Flores

064FF4B6A7E9481...

Genaro M. Flores
 Plaintiff and Class Representative

Michael Wimbish for
 Defendant Aspire Public Schools

To Defendant Tiana R. Harding, Bar No. 299189
and tharding@littler.com
Defendant's Robert M. Geiger, Bar No. 322914
Counsel: rgeiger@littler.com
LITTLER MENDELSON, P.C.
101 Second Street, Suite 1000
San Francisco, California 94105
Telephone: 415.433.1940
Fax No.: 415.399.8490

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IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Agreement between Plaintiffs and Defendant as of the date(s) set forth below:

Dated: 8/14/2024, 2024

Dated: 8/23/2024, 2024

DocuSigned by:

Genaro Flores

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Genaro M. Flores
Plaintiff and Class Representative

DocuSigned by:

Michael Wimbish

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Michael Wimbish for
Defendant Aspire Public Schools

8/14/2024
Dated: _____, 2024

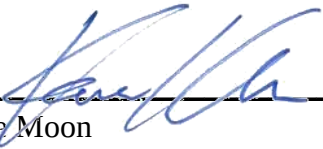
DocuSigned by:
Giovanni Molina
BC6775F4449A49A

Giovanni E. Molina
Plaintiff and Class Representative

**APPROVED AS TO FORM AND
CONTENT:**

Dated: August 14, 2024

Dated: _____, 2024


Kane Moon
Counsel For Plaintiffs and the Putative Class


Elizabeth Staggs Wilson
Counsel for Defendant Aspire Public Schools

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Dated: 8/14/2024, 2024

DocuSigned by:
Giovanni Molina
BC6775E4449449A...

Giovanni E. Molina
Plaintiff and Class Representative

**APPROVED AS TO FORM AND
CONTENT:**

Dated: _____, 2024

Dated: August 28, 2024

Kane Moon
Counsel For Plaintiffs and the Putative Class

Elizabeth Staggs Wilson
Elizabeth Staggs Wilson
Counsel for Defendant Aspire Public Schools

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